

# **Non Disclosure Agreement**

This AGREEMENT made by and between Advanced Public Safety., ("Contractor") and the City of Seattle ("City") is effective upon execution.

Whereas, the Contractor requires access to some forms of confidential law enforcement information ("Information") to propose, develop, implement, and maintain the Seattle Police Department Parking and Traffic Hand-held Ticketing System. Information may include internal records, system files and external data bases accessed through local, state and national networks. It may also include programs, tapes, source documents, listings, and anything containing such Information or providing access to it. The Contractor must comply with the state and federal regulations in accessing and using Information. (Copies of applicable regulations will be provided upon request by the Seattle Police Information Technology Department.)

Whereas, The Contractor represents that it is familiar with the state and federal regulations concerning access and use of information.

THEREFORE IT IS AGREED AS FOLLOWS:

The City will allow the Contractor access to all files and records required to perform Contractor's duties ("Duties") concerning the Seattle Police Department Parking and Traffic Hand-held Ticketing System.

The Contractor agrees to limit the use of this Information to the purposes ("Purposes") of developing, implementing and warranty of the system.

The Contractor agrees that access to Information will be limited to approved employees and subcontracted employees ("Authorized Personnel"). The Contractor agrees that it will provide the City of Seattle with a list of employees to be authorized for each agreed upon work order. Contractor agrees that all Authorized Personnel; shall be informed of the provisions of this Agreement, and shall first agree to comply with the revisions of this Agreement before Contractor is permits such Authorized Personnel; to have access to any Information.

The Contractor shall obtain written authorization from the City prior to permitting any Contractor or subcontractor employees to have access to Information. The City and Contractor will screen all Contractor or subcontracted employees whom the Contractor requests to have access to Information. Screening may include a criminal record background investigation. The City may deny authorization to an individual because of criminal record or other pertinent reason. Authorization can be revoked immediately for anyone reasonable believed to be violating access/disclosure regulations.

The Contractor agrees to further limit access to Information to Authorized Personnel. No copies of Information shall be made except as clearly necessary to accomplish Purposes

of this agreement. Contractor agrees to destroy copies of such Information when copies of such Information are no longer needed for Purposes of this Agreement.

The Contractor will not disclose any Information in a form which can identify an individual in any report or documentation, except for Purposes of this Agreement when working with The City of Seattle Police Department, Seattle Police Department personnel, or authorized personnel on the list.

The Contractor agrees to take reasonable precautions to protect Information from unauthorized access, alteration, or destruction. Information and programs to access it should be stored in secure, locked containers. Contractor programs shall employ all currently Contractor safeguards to prevent unauthorized access to disk and tape files. Contractor Personnel shall not bypass or override security provisions in existing systems and networks in the course of their work and the programs they develop shall honor existing security provisions.

The Contractor agrees to comply with applicable state and federal laws and regulations and with present and future rules, policies, or procedures adopted by the City, Washington State Criminal Information Center (WACIC), or National Crime Information Center (NCIC) that apply to the information entered by City and data base inquiry repos provided to City, provided, the City furnishes Contractor with timely notice of such future rules, policies or procedures. The Contractor understands the dissemination of non-conviction criminal information requires an audit trail.

In the event that Contractor deems it necessary, for the purposes of this agreement, to disclose Information to any subcontractor, the Contractor shall notify the City and secure the written agreement of the subcontractor to comply with all terms of this Non-Disclosure Agreement as if it were the Contractor named herein. The City shall have the right, at any time, to monitor, audit, and review the activities, policies, records, and documents of the Contractor and its subcontractors in implementing this Agreement in order to assure compliance therewith.

Since this Agreement provides access to Information on an ongoing basis, the City reserves the right to immediately suspend furnishing Information under this Agreement when it is determined by the City that any rule, policy, procedure, or regulation described or referenced herein is violated or appears to be violated. The Contractor shall not be liable for any deficiencies in the performance of its duties caused by the suspension provided it is later determined by investigation of the City that the Contractor did not violate this agreement. Notice of any such suspension shall be provided to Contractor in writing by the City.

It is hereby understood and acknowledged by the parties that any breach of their obligations detailed in this Agreement may cause the other injury and that monetary relief will not be in every case an adequate remedy for any such breach. Accordingly, in the event of any such breach the other party may seek injunctive relief from such breach or threatened breach of such confidentiality.

City of Seattle  
Seattle Police Department



Name: R. Gil Kerlikowske  
Title: Chief of Police

Date: 8-30-07

To: *Advanced Public Safety*



Name: *Jeff Rubenstein*  
Title: President

Date: 7/27/07